

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

IN RE: UBER TECHNOLOGIES, INC.,
PASSENGER SEXUAL ASSAULT
LITIGATION

Case No. 3:23-md-03084-CRB

**DECLARATION OF ROOPAL P.
LUHANA IN SUPPORT OF CHAFFIN
LUHANA LLP'S MOTION TO
WITHDRAW AS COUNSEL FOR
PLAINTIFF L.G.**

This Document Relates to:

PLAINTIFF L.G.
Case No. 3:24-cv-09036

I, Roopal P. Luhana, declare:

1. I am an attorney and partner in the law firm of Chaffin Luhana LLP. I am a member of the State Bar of New York and am admitted Pro Hac Vice to practice before this Court. I make this declaration based on my own personal knowledge. If called upon to testify, I could and would testify competently to the truth of the matters stated herein.

2. Plaintiff L.G. has not substantively responded to any efforts to reach her made by my firm since January 24, 2025.

3. Plaintiff L.G.'s breakdown in communication with our firm has presented a circumstance covered by Rule 1.16(b)(4) of the California Rules of Professional Conduct. We are unable to meet discovery deadlines and otherwise prosecute her case without her input. It is my opinion that our withdrawal from the case has become necessary and is appropriate.

4. Under California Rule of Professional Conduct 1.16(d), my firm has taken all reasonably available steps to avoid prejudice to the rights of Plaintiff L.G.

a. Before and throughout the time period described below, Plaintiff L.G. received numerous letters, emails, text messages, and telephone calls requesting she contact our firm. In these

1 unanswered communications, we repeatedly explained the need for her continued participation in the
2 case, the risk that her case may be dismissed, the reasons we would need to withdraw as counsel absent
3 contact.

4 b. On December 17, 2024, December 18, 2024, December 20, 2024, and December 23,
5 2024, my firm attempted to call Plaintiff, but the phone number was not reachable. On December 23,
6 2024, Plaintiff's emergency contact was called and informed that we urgently needed to speak to
7 Plaintiff.

8 c. On January 2, 2025 and January 10, 2025, January 13, 2025, January 16, 2025 and
9 January 17, 2025, my firm attempted to call Plaintiff with no response.

10 d. On January 24, 2025, my firm spoke with Plaintiff informing her of the importance of
11 the Plaintiff Fact Sheet and documentation required, its deadlines, and the importance of being timely.

12 e. On February 10, 2025 and February 27, 2025 additional phone call attempts were made
13 to Plaintiff with no answer.

14 f. On January 13, 2025 and February 27, 2025 my firm attempted to reach Plaintiff via
15 additional contacts with two (2) text messages that went unanswered informing her of our efforts to try
16 and contact Plaintiff.

17 g. On March 6, 2025 and July 2, 2025, my firm sent Plaintiff an additional letter via email
18 and FedEx informing her of my firm's contact efforts and informing her again of the impossibility of
19 moving forward if we do not hear from her. My firm informed Plaintiff that if we did not hear back
20 from Plaintiff by July 11, 2025, and receive the necessary documentation required to move her case
21 forward, we would have no choice but to withdraw as counsel for her case.

22 h. On March 10, 2025 and July 8, 2025 respectively, we were informed that the FedEx
23 letters were successfully delivered.

24 5. To date, my firm has not yet heard from Plaintiff since January 24, 2025.

25 6. On July 7, 2025, my firm secured an extension for Plaintiff's deadlines.

26 7. My firm informed Plaintiff on July 11, 2025 that we would be moving to withdraw as counsel.

27 8. Our withdrawal from this case will not impact the timing or schedule of this litigation, and we
28 have taken all reasonable steps possible to avoid prejudice to Plaintiff and informed her of the
consequences of failing to comply with case deadlines.

9. On July 17, 2025, my firm informed Defendant of its intent to withdraw as counsel for Plaintiff.

1 10. I understand that pursuant to Local Rule 11-5(b), leave to withdraw may be conditioned on our
2 firm continuing to accept papers to forward to the client. My firm accepts this responsibility.

3 Executed this 18th day of July, 2025, in New York, New York.
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5 /s/ Roopal P. Luhana

6 Roopal P. Luhana
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